

RIGHT OF WAY DEED

THIS DEED, made this _____ day of _____, _____, by and between the UNITED STATES OF AMERICA, acting by and through the DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION, hereinafter referred to as the DEPARTMENT, and the DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT OF THE STATE OF LOUISIANA, hereinafter referred to as the GRANTEE:

WITNESSETH:

WHEREAS, the GRANTEE has filed application under the provisions of the Act of Congress of August 27, 1958, as amended (23 U.S.C. Section 317), for right of way of a highway over certain Federal land under the jurisdiction of the United States Department of Agriculture in the State of Louisiana, which land has been appropriated by the DEPARTMENT, and

WHEREAS, this transfer is further authorized under the provisions of the Act of Congress approved October 15, 1966 (80 Stat. 931, 937, Section 6(a)(1)(A)), and

WHEREAS, the Federal Highway Administration Division Administrator, pursuant to delegation of authority from the Secretary of Transportation and the Federal Highway Administrator, has determined that a right of way over the land covered by this application is reasonably necessary for a right of way for State Project number 417-02-0030, F.A. No. NH-06-02(011), Route LA 28, Jct. LA 121 to Bayou Boeuf, Rapides Parish, Louisiana, and

WHEREAS, the United States Department of Agriculture through the United States Forest Service, in its consent to the appropriation of the Federal land, has agreed to the transfer by the DEPARTMENT of right of way over the land to the GRANTEE:

NOW THEREFORE, the DEPARTMENT, as authorized by law, and in compliance with all requirements imposed by or pursuant to 49 CFR Part 21, Subtitle A, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation (49 CFR 21.1-21.13) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C 2000d to 2000d-4), does hereby grant to the GRANTEE a right of way for the construction, operation, and maintenance of a highway and use of the space above and below the established grade line of the highway pavement for highway purposes on, over, across, in, and upon the following described Federal land within the Kisatchie National Forest, Rapides Parish, State of Louisiana, Section 50, Township 4 North, Range 3 West, Southwestern Land District.

DESCRIPTION

A permanent servitude on, over, and across three certain tracts or parcels of land, together with all the improvements situated thereon, and all of the rights, ways, privileges, servitudes and advantages thereunto belonging or in anyway appertaining, situated in Section _____ of Township _____, Range _____, Land District _____, Louisiana, identified as Parcel No. _____ as shown on Sheet Nos. _____ on the

property map for State Project No. _____, Federal Project No. _____, Route _____, Jct., _____ Parish, Louisiana, said map being attached hereto and made a part hereof, which property is more particularly described as follows:

PARCEL NO.

From a point on the centerline of State Project _____
Being portions of the same properties acquired by instruments recorded _____, COB _____, Page _____
in the conveyance records of _____ Parish, Louisiana

This transfer being subject to the following terms and conditions:

1. Outstanding valid claims, if any, existing on the date of this grant, and the GRANTEE shall obtain such permission as may be necessary on account of any such claims.
2. The GRANTEE and the Forest Supervisor shall make a determination as to the necessity for archaeological and paleontological reconnaissance and salvage within the right of way, and such reconnaissance and salvage, to the extent determined necessary because of construction of the highway facility, is to be undertaken by the GRANTEE in compliance with the acts entitled An Act for the Preservation of American Antiquities, approved June 8, 1906 (34 Stat. 225, 16 U.S.C. 432-433), the Archaeological Resources Protection Act of 1979 (93 Stat. 721, 16 U.S.C. 470aa-470ll), and State laws where applicable.
3. Unless the GRANTEE and the Forest Supervisor stipulate as to a shorter time, the servitude herein granted shall terminate ten (10) years from the date of the execution of this deed by the United States of America in the event construction of a highway on the right of way is not started during such ten-year period. The right of way for the temporary construction servitude will terminate upon completion of project construction.
4. The right of way herein granted is limited to use of the described right of way and the space above and below the established grade line of the highway pavement for the purpose of construction, operation, and maintenance of a highway in accordance with the approved plans described in the following condition number 5 and does not include the grant of any rights for nonhighway purposes or facilities: PROVIDED, that the right of the Forest Service to use or authorize the use of any portion of the right of way for nonhighway purposes shall not be exercised when such use would be inconsistent with the provisions of Title 23 of the United States Code and/or the Federal Highway Administration regulations issued pursuant thereto, or would interfere with the free flow of traffic or impair the full use and safety of the highway, and in any case, the GRANTEE and the Federal Highway Administration shall be consulted prior to the exercise of such rights; and PROVIDED FURTHER, that nothing herein shall preclude the Forest Service from locating National Forest and other Department of Agriculture information signs on the portions of the right of way outside of construction clearing limits.

5. The design and construction of highway projects situated on this right of way will be in accordance with the provisions of Title 23, United States Code - Highways, and amendments; the Regulations for the Administration of Federal Aid for Highways, effective May 11, 1960, and amendments; and established procedures for Federal-aid projects, including the requirements of Title 23, Code of Federal Regulations, Part 771, and the construction specifications of the State Highway Department as approved by the Federal Highway Administration for use on Federal-aid projects.

The Forest Supervisor will be provided and opportunity to review plans relative to effects, if any, that the project work, as planned, will have upon adequate protection and utilization of the land traversed by the right of way and adjoining land under the administration of the Forest Service for the purpose for which such land is being administered. Those features for design, construction, and maintenance of the highway facility and the use of the right of way that would have effect on the protection and utilization of the land under the administration of the Forest Service are to be mutually agreed upon by the Forest Supervisor and the GRANTEE by conference or other communication during the preparation of the plans and specifications for each construction project, and the plans shall be revised, modified, or supplemented to meet the approval of the Forest Supervisor, or when deemed appropriate, supplemented by written stipulation between the Forest Supervisor and the GRANTEE prior to start of construction.

The final design and construction specifications for any highway construction project on the right of way will be presented to the Forest Supervisor for approval; construction shall not begin until such approval is given: PROVIDED, that if it is subsequently deemed necessary that the approved plans, specifications, or stipulation be amended or supplemented, any amendment or supplement shall be approved by the Forest Supervisor and the GRANTEE before being placed in effect.

6. Consistent with highway safety standards, the GRANTEE shall:

a. Protect and preserve soil and vegetative cover and scenic and esthetic values on the right of way outside of construction limits.

b. Provide for the prevention and control of soil erosion within the right of way and adjacent lands that might be affected by the construction, operation, or maintenance of the highway, and shall vegetate and keep vegetated with suitable species, all earth cut or fill slopes feasible for revegetation or other areas on which ground cover is destroyed where it is deemed necessary during a joint review between the Forest Supervisor and the GRANTEE prior to completion of the highway and the GRANTEE shall maintain all terracing, water bars, lead off ditches, or other preventive works that may be required to accomplish this objective. This provision shall also apply to slopes that are reshaped following slides that occur during or after construction.

7. The GRANTEE shall establish no borrow, sand, or gravel pits; stone quarries; permanent storage areas; sites for highway operation and maintenance facilities; camps; supply depots; or disposal areas within the right of way, unless shown on approved construction plans, without first obtaining approval of the Forest Supervisor.

8. It is understood and agreed that the GRANTOR reserves unto himself, his heirs and assigns, all oil and gas minerals beneath the area hereinabove described. It is specifically understood, however, that while no exploration, drilling, nor mining of oil or gas minerals of any kind shall be conducted upon said area, there may be directional drilling from adjacent lands to extract the oil or gas minerals from under said area.

9. The GRANTEE shall maintain the right of way clearing by means of chemicals only after consultation with the Forest Supervisor. Consultation must address the time, method, chemicals, and the exact portion of the right of way to be chemically treated.

10. When need for the easement herein granted shall no longer exist and the area has been reasonably rehabilitated to protect the public and environment, the GRANTEE shall give notice of this fact to the Secretary of Transportation and the rights herein granted shall terminate and the land shall immediately revert to the full control of the Secretary of the United States Department of Agriculture.

11. The GRANTEE, in consideration of the grant of this easement, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns that (a) no person shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed, and (b) that the GRANTEE shall use said easement and right of way so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. The GRANTEE agrees that in the event of breach of the mentioned nondiscrimination covenants, the DEPARTMENT reserves the right to declare the terms of this grant terminated in whole or in part, and to revest title in the United States and to the control of the Department of Agriculture, Forest Service, and its assigns, as such interest existed prior to this instrument.

IN WITNESS WHEREOF; I _____, pursuant to delegations of authority from the Secretary of Transportation, the Federal Highway Administrator, and the Chief Counsel, Federal Highway Administration, by virtue of authority in me vested by law, have hereunto subscribed my name as of the day and year first above written.

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

Witness:

BY: _____

Division Administrator
Federal Highway Administration

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

I, _____, a Notary Public in and for the State of Louisiana, do hereby
certify that on this _____ day of _____, _____, before me personally appeared
_____, Division Administrator, Federal Highway Administration,
and acknowledged that the foregoing instrument bearing the date of _____
was executed by him in his official capacity and by authority in him vested by law, for the purposes
and intents in said instrument described and set forth, and acknowledged the same to be his free act
and deed as Division Administrator, Federal Highway Administration.

Witness my hand and seal this _____ day of _____, _____.

Notary Public

My Commission Expires _____

In compliance with the conditions set forth in the foregoing deed, the State of Louisiana certifies,
and by acceptance of this deed, accepts the right of way over certain land herein described and
agrees for itself, its successors and assigns forever to abide by the conditions set forth in said deed.

DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT OF THE STATE
OF LOUISIANA

Witness:

By: _____

Real Estate Administrator

AFFIDAVIT

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority this day personally appeared _____,
to me personally known to be the identical person whose name is subscribed to the foregoing
instrument as an attesting witness, who being first duly sworn on his/her oath, says: That he/she
subscribed his/her name to the foregoing instrument as a witness, and that he/she
knows _____, who executed the same and
saw him sign the same as his voluntary act and deed, and that he/she, the said
_____, subscribed his/her name to the same at the
same time as an attesting witness.

AFFIANT

SWORN TO and subscribed before me, this _____ day of _____, _____.

Notary Public